

**Fill in this information to identify your case:**

Debtor 1 Christopher M. Mongeon  
Debtor 2 Jessie K. Cooley-Mongeon  
(Spouse, if filing)  
United States Bankruptcy Court for the District of Massachusetts  
Case number \_\_\_\_\_  
(If known)

Check if this is:  
☐ An amended filing  
☐ A supplement disclosing additional payments or agreements as of

**Form BKA-2030**

**Disclosure of Compensation of Attorney for Debtor**

12/15

Use this procedural form, if desired, to disclose the matters enumerated in 11 U.S.C. § 329 and Fed. R. Bankr. P. 2016(b).

Disclosure is required within 14 days after the order for relief or another time as the court may direct. A supplemental disclosure is required within 14 days after any payment or agreement not previously disclosed.

Attach a copy of the retainer agreement, if any.

**Part 1: Compensation**

For legal services, I have agreed to accept..... **\$1,650 initial retainer, with attorney fees to be calculated hourly, at customary rate of \$250 per hour.**

Prior to the filing of this statement I have received

Retainer for legal services..... **\$1,650.00**

Retainer for expenses, including the court filing fee ..... **\$310.00**

Balance Due ..... **To be determined**

2. The source of the compensation paid to me was:

☒ Debtor ☐ Other (specify)

3. The source of compensation to be paid to me is:

☐ Debtor ☐ Other (specify) ☒ N/A

4. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with another person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation, is attached.

**Part 2: Services**

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy.
- Preparation and filing of any petition, schedules, statement of affairs and plan that may be required.
- Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof.

- d. Representation of the debtor in adversary proceedings and other contested bankruptcy matters.
- e. **In accordance with MLBR 9010-3(d) and Standing Order 2013-02, undersigned counsel has agreed to represent the debtor in the defense of any adversarial proceeding including proceedings relating to their discharge and/or the dischargeability of any debt. However, such representation shall be on an hourly basis at the customary rate of \$250 per hour, and an initial retainer payment of \$4,000 shall be required.**
- f.
6. By agreement with the debtor(s), the above-disclosed fee does not include the following services:  
**Representation of the debtor in the defense of any adversarial proceedings not relating to their discharge and/or the dischargeability of any debt.**
7. A copy of my retainer agreement ☒ is ☐ is not attached.

**Part 3: Certification**

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy case.

/s/ Christopher Brine  
Christopher Brine (Brine Consumer Law)

07/21/2016  
Date

### **Retainer Agreement - Chapter 13 Bankruptcy**

We, Christopher & Jessie Mongeon, hereby agree to retain Brine Consumer Law in connection with a Chapter 13 bankruptcy proceeding, upon the following terms.

#### **Scope of Representation**

Brine Consumer Law shall represent us with regard to our Chapter 13 bankruptcy proceeding. Such representation shall including pre-filing strategic planning, preparation of our bankruptcy petition and plan and other necessary documents, appearing at the § 341 trustee meeting, and representation with regard to any related contested matters.

#### **Costs**

The total initial retainer due before filing is \$1,960, which is broken down as follows:

- \$1,650 for attorney's fees.
- \$310 for court filing fees. This amount is paid directly to the court upon filing.

This is an initial retainer amount, and it is agreed that Brine Consumer Law shall be paid at its usual and customary rate of \$250 per hour, for services actually performed. In the event that the value of services exceeds the total initial retainer paid, then Brine Consumer Law shall request approval from the Bankruptcy Court, if necessary, to be paid additional funds. To the extent possible, Brine Consumer Law shall seek to collect such additional payments from my trustee plan payments, but it is not required to do so in all circumstances.

#### **Adversarial Proceedings**

In some cases, circumstances may occur in which additional representation beyond the scope of this agreement is needed.

If one of our creditors violates a bankruptcy or consumer protection law, entitling me to damages, then Brine Consumer Law shall represent us for such claim(s), at its discretion, on a contingent fee basis. In such circumstances, we shall not be liable to pay compensation, court costs, or litigation expenses, other than from amounts collected by settlement, judgment, or otherwise. Court costs and litigation expenses shall be first deducted from any such amount. Brine Consumer Law shall then be entitled to compensation in the amount of fees incurred at the usual and customary rate of \$250 per hour, or one-third of the remaining amount, whichever is greater.

If an adversarial proceeding is filed against us relating to discharge or the dischargeability of any debt, Brine Consumer Law shall represent us at the usual and customer rate of \$250 per hour. An initial retainer of \$4,000 shall be required to commence such representation. If any other adversarial proceeding is filed against us, or if we wish to be the plaintiff in any other adversarial proceeding not referenced herein, then Brine Consumer Law has no obligation to represent us in such action unless agreed to in a separate retainer agreement.

Initials:

**Termination of Representation**

This attorney/client relationship shall automatically terminate upon the court's closure of our bankruptcy case.

**Accuracy of Information**

We understand that we will be signing my bankruptcy petition, schedules, and other documents under the penalty of perjury, and that we are responsible for the continuing accuracy of information contained therein. We agree to hold Brine Consumer Law harmless for the omission or inaccurate representation of any such information contained therein. We agree to immediately provide Brine Consumer Law with any requested information, and understand that it is our continuing responsibility to keep it informed of post-petition changes in our financial circumstances. We further understand that court permission will be required to transfer any assets or obtain any credit during the course of our case.

**Attorney Withdrawal**

Brine Consumer Law may, upon giving reasonable notice, and subject to applicable court and professional rules, seek to terminate its involvement in our case. Such withdrawal may be sought if, among other things, the facts of the case are found to be materially different than we have stated, or we otherwise fail to cooperate.

**Document Retention**

Upon termination of representation, all papers relating to your case will be returned to you upon your written request. If no request for a return of documents is received within a reasonable time, then Brine Consumer Law reserves the right to destroy or otherwise dispose of your documents. While Brine Consumer Law has no obligation to do so, any such documents may be retained in electronic format.

**Internet/Cloud Services**

Brine Consumer Law strives to be as paperless as possible. To that end, it uses internet and cloud based services for storing and sharing information. While it has taken reasonable steps to insure that such information is protected, no one can provide an absolute guarantee that such information will be protected from third parties. While this would also be the case if such information were located in a physical office, we specifically consent to the use of these services.

**No Guarantee**

We understand and agree that no results in this case have been guaranteed to us, and this agreement is not based upon any such perceived promises or anticipated results.

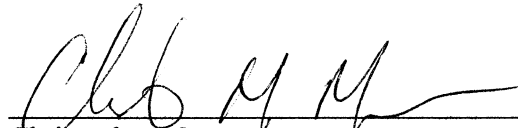
**Only Agreement**

We understand and agree that we have no other oral or written agreements about this representation.

Initials:

Handwritten initials, possibly "JL" or "JM", written in black ink.

**Client Signature(s):**

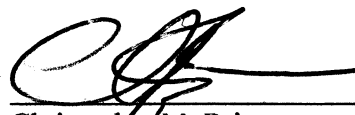
  
\_\_\_\_\_  
Christopher Mongeon

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Jessie Mongeon

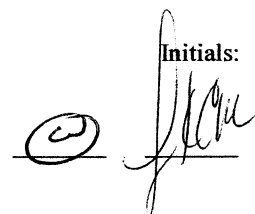
Date: \_\_\_\_\_

**Attorney Signature:**

  
\_\_\_\_\_  
Christopher M. Brine

Date: 7/9/16

**Initials:**

  
\_\_\_\_\_